

## Addendum 500

### Residential and Residential Respite Services

Each facility shall provide a living environment for members, which is as homelike as possible and is the least restrictive setting congruent with the members needs.

#### Section 500.1 Residential Service Providers

*Community Based Residential Facility (CBRF)*

*SPC 506*

A CBRF is a state licensed facility where 5 or more unrelated adults reside where care, treatment or services above the level of room and board are provided to members as a primary function of the facility (HFS 83)

*Adult Family Home, licensed (AFH)*

*SPC 202*

Licensed AFH is a state licensed facility where 3 or 4 unrelated adults reside where care, treatment or services above the level of room and board are provided to members as a primary function of the facility. (HFS 88)

*Adult Family Home, Certified*

*SPC 202*

Certified AFH is a county certified home where the Provider residency includes 1 or 2 unrelated adults where care, services or treatment above the level of room and board is provided to members (HFS 82)

*Residential Care Apartment Complex (RC AC)*

*SPC 711*

State certified facility where five or more adults reside in independent apartments where up to 28 hours per week of supportive, personal and nursing services can be available to members. (HFS 89)

*Residential Respite*

*SPC 103*

Residential Respite provided under this agreement shall be in compliance with applicable licensing and the provisions of this agreement.

#### Section 500.2 Documentation

Residential Service Providers agree to maintain and submit to Creative Care Options the following service related documentation:

Member Assessment, Individual Service Plan, Incident Reports, monthly summaries

Other documentation as determined necessary by CCO IDT to assess the provision of appropriate services to Creative Care Options members.

#### Section 500.3 Licensing Adherence

Providers agree to retain applicable licensing and certification in good standing during contract period. Contracted residential service providers must be either licensed or certified.

All Residential Services S. 50.01

CBFR- HFS 83, AFH Licensed- HFS 88, AFH Certified -HFS 82, RC AC- HFS 89

Evidence of licensing in good standing will be monitored by Creative Care Options based on compliance with the following requirements:

Provider reports to Creative Care Options within 3 business days of visit by licensing entity.

Provider supplies Creative Care Options with copy of applicable corrective action plans submitted to the Office of Quality Assurance concurrent with submitting to licensing.

Corrective action plans must demonstrate a systematic change in practices that is reasonably expected to result in an ongoing correction of identified violations.

Creative Care Options reserves the right to require additional corrective action plan(s) from providers as it relates to adherence to this agreement and/ or applicable licensing standards.

#### Section 500.4 Pre Admission Consultation

Provider agrees to adhere to applicable Preadmission Consultation (PAC) requirements. Including, but not limited to, dissemination of brochure provided by Aging and Disability Resource Center and receipt and review of Statement of Financial Condition for any person seeking admission to residential facility.

Any resident of Provider's facility who seeks funding from Creative Care Options must meet Creative Care Options criteria for substitute care level of care services. Occupancy at facility is not a guarantee of funding by Creative Care Options at enrollment. Any suggestion or evidence by Provider or Provider's agents indicating availability of Creative Care Options funds to pay for stay prior to assessment by Creative Care Options and letter of authorization can result in breach of this agreement and result in suspension or termination of all or parts of this agreement. Providers found in violation of this provision will be referred to the Office of Quality Assurance.

Provider found in violation of PAC or related preadmission requirements may be subject to the following sanctions by Creative Care Options, including;

Non-payment

Reimbursement at a rate less than provider contract rate

Contract suspension or termination

#### Section 500.5 Inter County Agreements

Providers agree to obtain and submit to Fond du Lac County Inter- County Agreements for any members placed in a Fond du Lac County facility when placement is from another county. Inter-County Agreements must be completed and forwarded to Creative Care

Options prior to placement. Fond du Lac County Inter-County Agreements can be obtained from Creative Care Options Contract Administrator.

#### **Section 500.6 Bed Hold Payment**

The purpose of the payment of a bed hold is to ensure the availability of the member's residency in their absence. In the event an authorized member is absent from the facility overnight, Creative Care Options agrees to pay up to 14 days bed-hold effective the first full day of absence for community based residential care settings, CBRF, C-AFH, L-AFH, RC AC when the member's absence meets the criteria of an allowable absence per Creative Care Options bed hold policy.

In the event a member's absence from the facility is expected to be longer than 14 days, a bed hold will not be authorized. The decision to fund the bed-hold will be based on Creative Care Options Bed Hold Payment policy. Copies of bed hold payment policy are available to providers by contacting the contract administrator.

#### **Section 500.7 Program Services**

Each facility shall ensure the provision of a full range of services congruent with their licensure and the needs of each member. The following service expectations and quality indicators will be used by Creative Care Options to determine Provider compliance.

##### **500.7.1 Supervision and Staff**

Facilities shall provide protective oversight of each member in a matter that promotes independence and ensures safety. Facility shall be adequately staffed, i.e. the ratio of staff to members shall be adequate to meet the needs of members as defined in their assessments and individual service plans.

##### **500.7.1.1 Quality Indicators**

- 1) Members are treated respectfully.
- 2) Facility staff address members by preferred name and demonstrate knowledge and interest in the individual.
- 2) Member's health and safety needs are anticipated and ensured by facility.
- 5) Facility staff demonstrates an ability to meet scheduled and unscheduled needs of members.
- 6) Facility survey results substantiating quality care are shared with CCO, at least annually by facility.
- 7) Results of CCO IDT Provider Performance Survey illustrate CCO satisfaction with provider services.
- 8) Facility invites and includes CCO IDT in staffing, ISP meetings and related care conferences regarding CCO members.

##### **500.7.2 Leisure and Community Activities**

Each facility shall provide and actively promote members participation in leisure activities designed to provide stimulation consistent with the interest and ability of members. Facility shall also promote member's participation in personal and community activities of interest to members.

##### **500.7.2.1 Quality Indicators**

- 1) Facility provides information related to available activities in the community. Information must be in a format accessible to members, based on cognition, readability, etc. (Newsletters, brochures, newspapers, etc).
- 2) An activity calendar is posted and members are aware of location and times of facility activities.
- 5) Members report having a range of activities available.

##### **500.7.3 Health Monitoring/ Medical Services and Personal Care**

Each facility shall monitor the health of members and make arrangements for needed health services. Any change in member's health shall be documented per licensing. Each member shall be provided assistance with activities of daily living.

##### **500.7.3.1 Quality Indicators**

- 1) Facility provides or arranges transportation for member's medical appointments consistent with the needs of each member.
- 2) Facility provides bathing, grooming, dressing and related assistance congruent with member needs and individual service plans.
- 2) Facility has guidelines for staff regarding medical monitoring and response.
- 2) Facility has and promotes a prevention and wellness, i.e. exercises programs, flu vaccines, falls prevention, routine medical appointments, etc.

#### **Section 500.8 Payment**

##### **Community Residential Settings (CBRF, AFH, RC AC)**

Creative Care Options agrees to reimburse provider per authorized services at daily rates as outlined in Addendum I of this agreement. Rates are paid for provision of services and authorized bed holds. Creative Care Options pays for first day of admission. Payment is stopped when services end. Location of individual at midnight of billing day will be used to determine eligibility of payment for that day.

Creative Care Options pays the full daily rate to the Provider as indicated in Addendum I of this contract, the portion of the daily rate determined to be room and board related will be collected from the member by Creative Care Options.

#### **Section 500.9 Provider Prohibited from Collecting Money from Creative Care Options Members**

The contracted daily rate indicated in this Agreement is payment in full for all care and services Provider provides to Creative Care Options members. Member liability and cost shares are paid by member or payee to Creative Care Options. Provider is prohibited from collecting monies from Members for goods or services indicated in this agreement or the Providers licensing requirements. Any goods or services Provider offers to members in excess of services indicated in this agreement must include written acknowledgement from Creative Care Options. Providers' wishing to offer and provide services to member's not covered in this agreement and in excess of licensure criteria are required to submit request to Creative Care Options contract administrator in writing prior to delivery of

services or acceptance of payment from members. Request for billing or collecting monies from Members of Creative Care Options should include name of member(s), detailed listing of services proposed, and associated cost of those services, duration of delivery of those services and assurance of Provider that member is aware these services are voluntary, and/ or not part of Creative Care Options agreement with Provider.

Provision and payment of residential services are the only agreed upon services included in this Agreement and Residential Addendum.

Providers of Community Residential Services are required to provide for all identified care needs of CCO member's during the provision of Community Residential Services and are specifically prohibited from billing for additional services.